

1 providers of local exchange service, even if they are not
2 actually taking one or more items because they have no need for
3 them or otherwise prefer not to take them from Ameritech
4 Illinois." AI Legal Memorandum at 23, emphasis in original.

5 Consistent with the Legal Memorandum, Mr. Gebhardt states in
6 his rebuttal testimony that:

7 any interconnection arrangements or other checklist items
8 which [Ameritech Illinois] is providing to a carrier that
9 satisfies the so-called "Track A" provisions of the Act must
10 be in place and operational. Additionally, all remaining
11 checklist item[s] must be available to such carrier and
12 Ameritech Illinois must have fully implemented them in the
13 event such carrier wishes to obtain access to them. I do
14 not agree, however, that the extensive, post-implementation
15 "operational testing" which the IXC's call for is necessary
16 or warranted. AI Ex. 1.1 at 6-7.

17 Mr. Gebhardt's position is consistent with the Reply Memorandum's
18 assertion that:

19 Ameritech Illinois' agreements with MFS and CCT satisfy the
20 "is providing" requirement of Section 271(c)(1)(A) because
21 under those agreements Ameritech Illinois (1) is actually
22 furnishing to MFS and CCT all of "the items included in the
23 checklist" that they "have requested" and (2) is making
24 immediately available through the agreements and a General
25 Statement all additional checklist items that MFS and CCT
26 have not specifically asked to purchase. AI Reply
27 Memorandum at 2-3.

28 I continue to recommend that Ameritech Illinois should be
29 found to meet the track A requirement that it "is providing"
30 access and interconnection only if the item in question is being
31 provided on a commercial basis and the competing carrier is
32 obtaining, using, and (where relevant) paying for the checklist
33 item. ICC Staff Ex. 1.01 at 9. As I discussed in my direct
34 testimony, an agreement may contain language providing for
35 checklist items on terms and conditions which do not meet the

1 requirements set forth in the 1996 Act. The new entrant may have
2 agreed to such terms as a trade-off to obtain more favorable
3 terms on another provision or because it did not seriously plan
4 to use those services. See ICC Staff Ex. 1.00 at 16. Because a
5 connecting carrier may not have sought or desired the most
6 reasonable terms for such items, those portions of an agreement
7 should not be considered in determining track A compliance. This
8 policy is best achieved by my recommendation that the Commission
9 only consider those items which the competing carrier is
10 obtaining, using, and (where relevant) paying for.

11 Section 271(c)(1)(A)

12 Q. In your direct testimony, you described the status of
13 negotiations between new entrants and Ameritech Illinois. Please
14 update this information.

15 A. The Commission has approved negotiated agreements between
16 Ameritech Illinois and the following carriers:

17 Southwestern Bell Mobile Systems ("SBMS"--Docket 96 NA-001)

18 MFS Intelenet of Illinois, Inc. ("MFS"--Docket 96 NA-002)

19 WinStar Telecommunications, Inc. ("Winstar"--Docket 96 NA-
20 003)

21 Consolidated Communications Telecom Services, Inc. ("CCT" or
22 "CCTS"--Docket 96 NA-005)

23 Commission review of the following negotiated agreements is
24 pending:

25 Focal Communications Corporation (Docket 96 NA-006)

1 Eastern Missouri Cellular Limited Partnership, Missouri RSA
2 8 Limited Partnership, and Missouri 11/12 Limited
3 Partnership (Docket 96 NA-007)

4 Southwestern Bell Mobile Systems, Inc.; SBMS Cellular
5 Telecommunications Bloomington, Inc.; Champaign CellTelCo,
6 Inc.; Decatur Cellular Telephone Company, Inc.; SBMS
7 Cellular Telecommunications Springfield, Inc.; and
8 Texas/Illinois Cellular Limited Partnership (Docket 96 NA-
9 008)

10 The Commission has issued Orders in arbitration proceedings
11 involving Ameritech Illinois and the following carriers:

12 Teleport Communications Group, Inc. ("TCG"--Docket 96 AB-
13 001)

14 AT&T Communications of Illinois, Inc. ("AT&T"--Docket 96 AB-
15 003/004)

16 MCI Telecommunications Corporation ("MCI"--Docket 96 AB-006)

17 One arbitration docket is pending involving Ameritech
18 Illinois: Sprint Communications (Docket 96 AB-008), with a
19 statutory deadline of January 15, 1997. On December 20, 1996,
20 TCI Telephony Services of Illinois, Inc. ("TCI") filed a Request
21 for Dismissal in Docket 96 AB-010, indicating that TCI and
22 Ameritech Illinois have reached a negotiated agreement which they
23 will file for approval.

24 Agreements that combine arbitrated issues and negotiated
25 issues have been submitted for approval by Ameritech Illinois and
26 the following carriers:

27 AT&T (Docket 96 AA-001)

28 TCG (Docket 96 AA-002)

1 Commission action in both these dockets is anticipated by January
2 10, 1997.

3 To my knowledge, Ameritech Illinois has not entered into
4 agreements with any of the other ten carriers that Ameritech
5 Illinois reported have requested negotiation (ICC Staff Ex. 1.00
6 at 22-23). Ameritech Illinois has not indicated whether
7 additional carriers have requested negotiation since November.

8 Q. Has Ameritech Illinois provided additional information
9 regarding its interconnection agreements?

10 A. In my rebuttal testimony, I recommended that Ameritech
11 Illinois be instructed to provide additional information for each
12 interconnection agreement upon which it plans to rely in its
13 application to the Federal Communications Commission ("FCC") for
14 interLATA relief. ICC Staff Ex. 1.01 at 14-15. In response,
15 Ameritech Illinois provided additional information for only three
16 carriers: TCG, MFS, and CCT. As noted above, the MFS and CCT
17 agreements have been approved and Commission consideration of the
18 TCG agreement is expected later this week.

19
20 Q. Please assess whether, consistent with Section 271(c)(1)(A),
21 TCG, MFS, and CCT are providers of telephone exchange service to
22 residential and business subscribers.

23 A. Ameritech Illinois states that it does not know whether TCG
24 is providing service to residential customers. AI Ex. 2.2,
25 Schedule 1 at 1. While TCG has not filed testimony in this

1 proceeding, it indicated in response to a Staff data request that
2 it provides business exchange service but does not provide
3 residential exchange service. TCG Response to Staff Data Request
4 1, and ICC Staff Ex. 2.01. Based on the information provided by
5 TCG, and consistent with my testimony on the "mix and match"
6 issue, it appears inappropriate for Ameritech Illinois to rely on
7 TCG's operations in an interLATA application.

8 Ameritech Illinois states that it believes that MFS provides
9 telephone exchange service to residential and business
10 subscribers. AI Ex. 2.2, Schedule 1 at 1. However, it does not
11 provide any support for this statement. MFS witness Ruth F.
12 Durbin states that MFS provides business exchange service but
13 does not have any residential customers subscribing to its local
14 exchange service. Durbin Direct Testimony at 20. In light of
15 this contradictory information, I recently submitted additional
16 data requests to both Ameritech Illinois and MFS in an attempt to
17 resolve this issue. I plan to make any responses available to
18 the Commission upon receipt.

19 Ameritech Illinois states that it believes that CCT provides
20 telephone exchange service to both residential and business
21 customers (AI Ex. 2.2, Schedule 1 at 1), and Consolidated
22 Communications' witness agrees (CCI Ex. 1 at 5).¹ Unless it is

23 ¹Scott A. Jennings submitted testimony on behalf of
24 Consolidated Communications Inc. ("CCI"), the parent company of
25 Consolidated Communications Telecom Services Inc. He refers to
26 Consolidated Communications Telecom Services Inc. as CCTS,
27 whereas Ameritech Illinois uses the acronym CCT. I use the term
28 CCT.

1 confirmed that MFS is providing telephone exchange service to
2 residential customers, CCT may be the only carrier upon which
3 Ameritech Illinois should base an interLATA application.

4 Q. What position has Ameritech Illinois taken in its rebuttal
5 and supplemental rebuttal filings regarding which carriers should
6 be considered to be predominantly facilities-based for purposes
7 of Section 271(c)(1)(A)?

8 A. In its Reply Memorandum, Ameritech Illinois continues to
9 assert that leased network elements constitute a competitor's
10 "own" facilities for purposes of the "facilities-based
11 competitor" requirement in Section 271(c)(1)(A). AI Reply
12 Memorandum at 7-10. Mr. Gebhardt states that, from a policy
13 perspective, any definition of "predominantly" must not be based
14 on cost, but rather on the functional and revenue-generating
15 importance of the facilities to the competitor. He asserts that,
16 although central office investment represents only 39% of
17 Ameritech Illinois' network, it is competitively the most
18 significant and is the "profit center" for local exchange
19 service. AI Ex. 1.1 at 13-14.

20 In his supplemental rebuttal testimony, Mr. Gebhardt
21 suggests how the Commission could apply a net revenue test, such
22 as suggested by MCI, if it concludes that a net revenue test is
23 required by the Act. Mr. Gebhardt states that it would be
24 reasonable for the Commission to establish a rebuttable
25 presumption that any new LEC which provides service using its own

1 switch will satisfy a 50% net revenue test. Mr. Gebhardt then
2 concludes that it would be reasonable to apply this presumption
3 to MFS, TCG, and CCT. AI Ex. 1.2 at 3-10.

4 Q. Please respond to Ameritech's statements.

5 A. I addressed the treatment of unbundled network elements in
6 my direct and rebuttal testimony (ICC Staff Ex. 1.00 at 26-30 and
7 ICC Staff Ex. 1.01 at 11-12). Ameritech Illinois has presented
8 no new evidence that a competing carrier has enough control over
9 an Ameritech Illinois unbundled network element for the element
10 to be classified as the competing carrier's facility.

11 The net revenue analyses that Mr. Gebhardt provided are
12 informative. Mr. Gebhardt provided details in response to a
13 Staff data request that supported his methodology and results.
14 However, as I already pointed out, a net revenue test may be of
15 limited value in determining the extent to which a carrier is
16 facilities-based. This test assesses the "value added" by the
17 competitor, whether through its facilities, marketing, retail
18 functions or other means. ICC Staff Ex. 1.01 at 12-13. This
19 approach doesn't accurately compare the portion of revenues due
20 to other carriers' facilities and the portion due to the new
21 entrant's facilities. As a result, more direct measures of
22 whether a carrier is predominantly facilities-based should be
23 used to the extent possible.

1 Q. Please respond to Mr. Gebhardt's statement that, "It would
2 be my expectation that switched-based competitors will rely
3 primarily on their switch to provide service to customers and
4 will use resale primarily to fill in service gaps for a multi-
5 location customer." AI Ex. 1.2 at 7.

6 A. While some switch-based carriers may follow the scenario Mr.
7 Gebhardt expects, some may not. Some may begin as predominantly
8 resellers and migrate to switch-based service. Some may deploy
9 switches in portions of the State and operate as resellers
10 elsewhere.

11 TCG declined to answer Staff's data request asking it to
12 respond to the Commission's question 20(d) regarding the extent
13 to which it uses its own facilities, unbundled elements, or
14 resold services obtained from Ameritech Illinois, on the basis
15 that the information sought is highly confidential trade secrets.
16 TCG response to Staff Data Request 5.

17 MFS provided proprietary information regarding the extent to
18 which it uses only its own facilities, the extent to which it
19 purchases unbundled loops from Ameritech Illinois, and the extent
20 to which it uses resold bundled services obtained from Ameritech
21 Illinois. This information is in Schedule 1.00 to ICC Staff Ex.
22 2.01P.

23 CCT responded that it has approximately 100 lines using
24 facilities that it wholly owns; approximately 4,600 lines using
25 Ameritech Illinois unbundled loops with CCT switching; and
26 approximately 100 lines that are resold Ameritech Illinois lines.

1 AT&T has made clear its intent to provide both Total
2 Services Resale and switch-based services. AT&T Responses to
3 Staff Data Requests 7 and 9.

4
5 Q. Please respond to Mr. Gebhardt's conclusion that it would be
6 reasonable to establish a rebuttable presumption that MFS, TCG,
7 and CCT satisfy a 50% net revenue test. AI Ex. 1.2 at 10.

8 A. As I have indicated, MFS and CCT provided data regarding the
9 extent to which they currently use their own facilities,
10 unbundled loops, and resale. For these two companies, Mr.
11 Gebhardt's net revenue analysis methodology, combined with the
12 data regarding the extent to which they use their own facilities,
13 unbundled loops, or resale, indicate that they would satisfy a
14 50% net revenue test. As I stated earlier, however, more direct
15 measures of whether a carrier is predominantly facilities-based
16 are preferable.

17 Absent data regarding TCG's operations, I believe it would
18 be unwise to establish a rebuttable presumption for TCG.
19 Further, since TCG states that it does not serve residential
20 customers, there appears to be no need to establish in this
21 record the extent to which TCG is facilities-based.

22 Q. After reviewing Mr. Gebhardt's net revenue analyses, do you
23 have other suggestions regarding an evaluation of the extent to
24 which a carrier is facilities-based?

1 A. Yes. I suggest that the Commission consider a relative-
2 LRSIC analysis, comparing LRSICs of various network elements, to
3 determine whether a carrier that buys unbundled network elements
4 is predominantly facilities based. A direct comparison of costs
5 rather than revenues would provide a more reliable estimate of
6 the extent to which a carrier is facilities based. Mr. Jennings
7 addresses the mechanics of a relative-LRSIC analysis in ICC Staff
8 Ex. 4.02. For a carrier that provides service using a mix of
9 facilities-based service, unbundled loops, and resale, a weighted
10 average can be obtained. If a relative-LRSIC analysis indicates
11 that a new entrant owns facilities that cost over half the total
12 cost of providing exchange service, the Commission can conclude
13 that the entrant is predominantly facilities-based.

14 Q. Has Staff performed a relative-LRSIC analysis for TCG, MFS,
15 and CCT?

16 A. We are finalizing such an analysis, and plan to provide
17 results shortly.

18 Section 271(c)(1)(B)

19 Q. Has Ameritech Illinois requested to amend its SGAT since its
20 supplemental rebuttal testimony was filed in this proceeding?

21 A. Yes. On December 24, 1996, Ameritech Illinois filed a
22 Motion in Docket 96-0491 requesting that an amended SGAT be
23 allowed to go into effect in less than 60 days, subject to
24 further review pursuant to Section 252(f)(4) of the 1996 Act.

1 The Motion states that the proposed amendments to the SGAT
2 conform its terms, conditions and prices to the outcome of the
3 AT&T arbitration decision in Docket 96 AB-003/004.

4 Q. Has Ameritech Illinois reflected this proposed amendment in
5 its filings in Docket 96-0404?

6 A. The revisions to Schedule 1 to AI Ex. 2.2 that Ameritech
7 Illinois submitted on December 20, 1996 appear to update the SGAT
8 information to conform with the proposed amendment. However, it
9 appears that Schedule 5 to AI Ex. 2.2 may need some modifications
10 as well.

11 Q. Has Staff analyzed the currently effective SGAT and the
12 proposed revisions?

13 A. Staff has focused on the proposed revisions rather than the
14 currently effective SGAT. We describe some of our initial
15 findings and concerns in our supplemental rebuttal testimony.
16 However, we expect to conduct a more thorough review in Docket
17 96-0491.

18 I recognize that the proposed SGAT is very similar to the
19 Ameritech-AT&T agreement submitted for approval in Docket 96 AA-
20 001. I also recognize that the standards set forth in Section
21 252(e)(2)(B) for agreements and Section 252(f)(2) for statements
22 both refer to Section 251, Section 252(d) and the applicable FCC
23 regulations. However, even if the Commission approves the
24 Ameritech-AT&T agreement and further assuming that the standards

1 set forth in Section 252(e)(2)(B) apply to the negotiated
2 portions of that agreement, such approval does not mean that the
3 SGAT should automatically be approved. An agreement submitted
4 under Section 252(e) must be approved unless a State commission
5 finds that the agreement (or any portion thereof) does not meet
6 the applicable standards. On the other hand, a SGAT may be
7 approved only if a State commission determines that the SGAT does
8 meet the applicable standards. These standards are not the same,
9 and Staff's analysis of the Ameritech Illinois-AT&T agreement in
10 Docket 96 AA-001 was not as extensive as the analysis Staff
11 intends to conduct of the SGAT in Docket 96-0491. Indeed,
12 neither Staff nor the Commission could conduct the same analysis
13 given the vastly different amounts of time allowed by the 1996
14 Act for approval of agreements under Section 252(e) and approval
15 of SGATs under Section 252(f). In addition, Staff has taken the
16 position in Docket 96 AA-001 that the negotiated portions of the
17 Ameritech-AT&T agreement should be reviewed in that docket for
18 consistency with the negotiation standards in Section
19 252(e)(2)(A), not the arbitration standards in Section
20 252(e)(2)(B). Under this approach, only the arbitrated portions
21 of the agreement would be evaluated in Docket 96 AA-001 for
22 inconsistency with Sections 251 and 252(d).

23 As I discussed in my earlier testimony, it is Staff's
24 position that the SGAT cannot be used at this time to meet
25 checklist requirements. The Commission should review the
26 proposed SGAT according to Section 252(f) in Docket 96-0491.

1 Section 271(c)(2)

2 Q. Has Staff analyzed the extent to which Ameritech Illinois
3 has complied with the checklist requirements?

4 A. Yes. Staff has analyzed the extent to which the approved
5 MFS and CCT agreements and the pending TCG agreement, and the
6 access and interconnection that Ameritech Illinois provides to
7 MFS, CCT, and TCG, comply with the technical checklist
8 requirements, and will continue to gather information through the
9 hearings in this proceeding. Schedule 1 to ICC Staff Ex. 1.00
10 indicates the general scope of individual witnesses'
11 responsibilities. This portion of my testimony leaves aside the
12 issues of whether CCT, MFS, and TCG are predominantly facilities-
13 based and whether they serve residential customers. Legal issues
14 and final Staff positions on Section 271 compliance will be
15 presented during the briefing stage of this proceeding.

16 Q. Please describe Section 28.13 in the CCT and TCG agreements
17 and Section 28.14 in the MFS agreement.

18 A. Ameritech Illinois witness Gregory J. Dunny characterizes
19 Section 28.13 in the CCT and TCG agreements and Section 28.14 in
20 the MFS agreement as MFN clauses (AI Ex. 2.2, Schedule 1 at 1),
21 and I will use his terminology. These clauses provide that
22 either party to the agreement may avail itself of any other
23 agreement as a whole. Either party may also avail itself of the
24 entire portion of another agreement--including prices, terms, and
25 conditions--that relates to a listed item. In all three

1 agreements, the list includes the following items:

2 Interconnection (including transmission and routing of exchange
3 service traffic); Exchange Access; Resale; Collocation; Number
4 Portability; and Access to Rights of Way. The MFS and TCG lists
5 include Unbundled Access, whereas the CCT list includes only
6 Loops and Ports (listed separately). The TCG list includes
7 Directory Listings, whereas the CCT and MFS lists do not.

8 Q. Please describe how Ameritech Illinois has relied on the MFN
9 clauses in its assessment of whether the CCT, MFS, and TCG
10 agreements meet checklist requirements.

11 A. Mr. Dunny states that items that are not specifically
12 provided for in the agreements with CCT, MFS, and TCG are
13 available on the terms and conditions included in the AT&T
14 agreement through the MFN clauses. AI Ex. 2.2, Schedule 1 at 1.

15 Q. How should the MFN clauses be treated in an assessment of
16 whether the CCT, MFS, and TCG agreements meet the checklist
17 requirements?

18 A. Staff will address the validity of reliance on MFN clauses
19 in its legal brief. I would also note that the extent to which
20 Section 252(i) of the 1996 Act provides carriers access to other
21 carriers' agreements is hotly debated, and that the FCC's rules
22 relating to Section 252(i) have been stayed pending appeal. If
23 the FCC's rules are upheld on appeal, those rules may provide

1 broader MFN rights than do the clauses in the CCT, MFS, and TCG
2 agreements.

3 Q. Please summarize Staff's evaluation of Ameritech Illinois'
4 compliance with checklist item (i) interconnection.

5 A. CCT, MFS, and TCG all have access to the three types of
6 interconnection (physical, virtual, and meet point). Mr. Dunny
7 states in Schedule 5 to AI Ex. 2.2 that Ameritech Illinois is
8 providing virtual collocation to all three carriers and meet
9 point arrangements to MFS and TCG. It is not providing physical
10 collocation to any of the carriers, nor meet point arrangements
11 to CCT.

12 The CCT and TCG arrangements explicitly prohibit the
13 collocation of hubbing equipment. Hubbing and a variety of other
14 interconnection terms and conditions may be available to these
15 carriers only through their MFN clauses, and only if they replace
16 the entire interconnection portions (including transmission and
17 routing of exchange service traffic) of their agreement with the
18 comparable portions of another agreement such as the AT&T
19 agreement.

20 Mr. Jennings addresses the extent to which interconnection
21 prices in the CCT, MFS, and TCG agreements comply with the 1996
22 Act. The TCG agreement contains the same prices as the AT&T
23 agreement. CCT and MFS would have access to the prices in the
24 AT&T agreement, which are consistent with the 1996 Act, if they
25 are willing to adopt the entire interconnection portions of the

1 AT&T agreement. Mr. Jennings also addresses the operational
2 support systems.

3 Q. Please summarize Ameritech Illinois' compliance with
4 checklist item (ii) network elements.

5 A. My answer to this question will not address the separate
6 network elements identified in later checklist items.

7 Section 9.4.1 of the MFS agreement prohibits MFS from
8 combining a loop and a port.

9 Network Interface Devices and various other network
10 elements, terms, and conditions would be available to MFS and TCG
11 through their MFN clauses if they replace the unbundled network
12 element portions of their agreements with the comparable portions
13 of an agreement such as the AT&T agreement. However, as noted
14 above, the MFN clause in the CCT agreement may not allow CCT to
15 obtain unbundled network elements other than loops and ports from
16 another agreements, unless CCT takes the other agreement in its
17 entirety.

18 The CCT agreement explicitly allows access to operations
19 support systems; MFS and TCG appear to have contractual access
20 only by replacing the unbundled network element portions of their
21 agreements with the comparable portions of another agreement.

22 The CCT, MFS, and TCG agreements do not provide for dark
23 fiber, as required in Docket 96 AB-003/004.

1 Q. Please summarize Ameritech Illinois' compliance with
2 checklist item (iii) Poles, Ducts, Conduits and Rights-of-Way.

3 A. The CCT, MFS, and TCG agreements all allow access to poles,
4 ducts, conduits and rights-of-way, although some of the FCC
5 requirements would be available contractually to MFS and TCG only
6 through exercise of the MFN clause. It appears that conduit is
7 the only checklist item (iii) that Ameritech Illinois is
8 providing at this time. Schedule 5 to AI Ex. 2.2 at 3.

9 Q. Please summarize Ameritech Illinois' compliance with
10 checklist item (iv) unbundled loops.

11 A. The agreements with CCT, MFS, and TCG all allow access to
12 unbundled loops. Ameritech Illinois is currently providing loops
13 to CCT and MFS, but evidently not to TCG. Schedule 5 to AI Ex.
14 2.2 at 4. Mr. Jennings addresses pricing and operational support
15 systems.

16 Q. Please summarize Ameritech Illinois' compliance with
17 checklist item (v) local transport.

18 A. The agreements with CCT, MFS, and TCG do not address local
19 transport at all.

20 Ameritech Illinois states that it provides local transport
21 to these carriers through its access tariff. Schedule 5 to AI
22 Ex. 2.2 at 5. I note, however, that Section 271(c)(1)(A)
23 contemplates binding agreements that have been approved under
24 Section 252. Thus, tariffed provisioning may not qualify for

1 checklist compliance. Staff will address this matter in its
2 legal brief.

3 It appears that MFS and TCG may be able to invoke their MFN
4 clauses only if the entire unbundled access portion of their
5 agreements were replaced with the comparable portion of another
6 agreement. CCT's MFN clause itemizes loops and ports as the only
7 unbundled elements available on a separate basis from other
8 agreements. As a result, CCT may have to replace its entire
9 agreement if it is to obtain local transport through its MFN
10 clause.

11 Q. Please summarize Ameritech Illinois' compliance with
12 checklist item (vi) local switching.

13 A. The CCT, MFS, and TCG agreements do not address local
14 switching.

15 It appears that MFS and TCG may be able to invoke their MFN
16 clauses only if the entire unbundled access portion of their
17 agreements were replaced with the comparable portion of another
18 agreement. CCT's MFN clause itemizes loops and ports as the only
19 unbundled elements available on a separate basis from other
20 agreements. As a result, CCT may have to replace the agreement
21 in its entirety if it is to obtain unbundled switching through
22 its MFN clause. Mr. Jennings addresses local switching issues in
23 more detail.

1 Q. Please summarize Ameritech Illinois' compliance with
2 checklist item (vii)(I) 911 and E911 services.

3 A. The CCT and MFS agreements address 911 and E911 services.
4 Ameritech Illinois and TCG entered into a separate agreement for
5 E911; it was submitted in Docket 96 AA-002 along with the main
6 interconnection agreement for Commission consideration under
7 Section 252(e).

8 Ameritech Illinois is providing access to 911 and E911 to
9 CCT, MFS, and TCG. Schedule 5 to AI Ex. 2.2 at 7.

10 Q. Please summarize Ameritech Illinois' compliance with
11 checklist item (vii)(II) directory assistance.

12 A. The agreements with CCT and MFS address directory assistance
13 but do not include some of the terms and conditions required by
14 FCC rules. Ameritech Illinois states that it is providing access
15 to directory assistance to both CCT and MFS.

16 The MFN clauses in the CCT, MFS, and TCG agreements do not
17 list directory assistance as an item that can be chosen by
18 itself. It may be necessary for MFS and TCG to take the entire
19 unbundled network portion of another agreement in order to obtain
20 the directory assistance provisions through the MFN clause.
21 CCT's MFN clause itemizes loops and ports as the only unbundled
22 elements available on a separate basis from other agreements. As
23 a result, CCT may have to replace its entire agreement if it is
24 to obtain directory assistance through its MFN clause.

1 Q. Please summarize Ameritech Illinois' compliance with
2 checklist item (vii) (III) operator call completion services.

3 A. The agreements with CCT, MFS, and TCG do not address
4 operator call completion services.

5 The MFN clauses in the CCT, MFS, and TCG agreements do not
6 list operator services as an item that can be chosen by itself.
7 It may be necessary for MFS and TCG to take the entire unbundled
8 network portion of another agreement in order to obtain the
9 operator services provisions through the MFN clause. CCT's MFN
10 clause itemizes loops and ports as the only unbundled elements
11 available on a separate basis from other agreements. As a
12 result, CCT may have to replace its entire agreement if it is to
13 obtain operator services through its MFN clause.

14 Q. Please summarize Ameritech Illinois' compliance with
15 checklist item (viii) white pages directory listings.

16 A. The CCT, MFS, and TCG agreements include white pages
17 directory listings. Ameritech Illinois states that it is
18 providing white pages listings to CCT, MFS, and TCG. Schedule 5
19 to AI Ex. 2.2 at 8.

20 Q. Please summarize Ameritech Illinois' compliance with
21 checklist item (ix) telephone numbers.

22 A. Ameritech Illinois references Section 14.0 of the CCT, MFS,
23 and TCG agreements as providing access to telephone numbers.

1 Schedule 1 to AI Ex. 2.2 at 14-15. However, the cited Section -
2 14.0 in each of the agreements is limited to local dialing parity
3 and does not address telephone numbers at all.

4 Elsewhere, Ameritech Illinois states that it provides
5 nondiscriminatory access to telephone numbers to other carriers.
6 Schedule 5 to AI Ex. 2.2 at 9. Staff agrees that Ameritech
7 Illinois is providing nondiscriminatory access to telephone
8 numbers to other carriers, even though this is not included in
9 the CCT, MFS, and TCG agreements. Staff will address in its
10 legal brief the extent to which the current non-contractual
11 method of providing telephone numbers to these carriers complies
12 with the checklist requirement.

13 I note that Section 14.2 in the proposed SGAT and the
14 pending AT&T agreement provides for nondiscriminatory access to
15 telephone numbers, and appears to be in compliance with checklist
16 item (ix). This contractual language would be available to CCT,
17 MFS, and TCG through their MFN clauses only if they replaced
18 their entire agreements with the entire AT&T agreement.

19 Q. Please summarize Ameritech Illinois' compliance with
20 checklist item (x) databases and associated signaling.

21 A. The MFS and TCG agreements have a section that allows access
22 to databases and associated signaling (Section 16.0 in the MFS
23 agreement; Section 17.0 in the TCG agreement), although they do
24 not provide many of the terms and conditions required by the

1 FCC's rules. Contrary to Schedule 1 to AI Ex. 2.2, there is no
2 comparable section in the CCT agreement.

3 Ameritech Illinois states that it provides access to
4 databases and signaling to all three carriers. Schedule 5 to AI
5 Ex. 2.2 at 10.

6 The proposed SGAT and the pending AT&T agreement treat
7 signaling links and call-related databases as unbundled network
8 elements. The MFN clauses in the CCT, MFS, and TCG agreements do
9 not list signaling and databases as an item that can be chosen by
10 itself. It may be necessary for MFS and TCG to take the entire
11 unbundled network portion of the AT&T agreement if they wish to
12 obtain these provisions through their respective MFN clauses.
13 CCT's MFN clause itemizes loops and ports as the only unbundled
14 elements available on a separate basis from other agreements. As
15 a result, CCT may have to replace its entire agreement if it is
16 to obtain signaling and database access through its MFN clause.

17 Q. Please summarize Ameritech Illinois' compliance with
18 checklist item (xi) number portability.

19 A. The CCT and TCG agreements allow interim number portability
20 via remote call forwarding ("RCF") and direct inward dialing
21 ("DID"). The MFS agreement allows RCF, DID, and NXX migration
22 (also called LERG reassignment). The MFS and TCG agreements
23 include rates for interim number portability; the CCT agreement
24 provides for competitively neutral cost recovery, as determined

1 by the FCC or the Commission. All three agreements allow the
2 carrier to adopt the number portability provisions from another
3 agreement through the MFN clause.

4 Ameritech Illinois states that it is providing interim
5 number portability via RCF to CCT, MFS, and TCG. Schedule 5 to
6 AI Ex. 2.2 at 11.

7 The proposed SGAT and the pending AT&T agreement allow for
8 RCF, DID, and NXX migration, and for competitively neutral cost
9 recovery. It appears that these terms would be available to CCT,
10 MFS, and TCG, upon exercise of their respective MFN clauses.

11 Q. Please summarize Ameritech Illinois' compliance with
12 checklist item (xii) local dialing parity.

13 A. The CCT, MFS, and TCG agreements all provide for local
14 dialing parity. Ameritech Illinois states that local dialing
15 parity is fully operational in Illinois. Schedule 5 to AI Ex.
16 2.2 at 12. Staff witness Sam E. Tate addresses this issue
17 further.

18 Q. Please summarize Ameritech Illinois' compliance with
19 checklist item (xiii) reciprocal compensation.

20 A. The CCT, MFS, and TCG agreements provide for reciprocal
21 compensation. The MFN clauses in all three agreements allow the
22 carrier to use reciprocal compensation provisions from another
23 agreement only if the package of prices, terms, and conditions
24 relating to interconnection and transmission and routing of

1 exchange service traffic is adopted from the other agreement in
2 its entirety. Mr. Jennings addresses reciprocal compensation
3 issues further.

4
5 Q. Please summarize Ameritech Illinois' compliance with
6 checklist item (xiv) resale.

7 A. The CCT, MFS, and TCG agreements have very brief sections on
8 resale, referring to applicable tariffs. The MFN clauses all
9 allow the carrier to adopt the resale provisions in another
10 carrier's agreement.

11 Ameritech Illinois states that it is providing resale at
12 wholesale rates to MFS under its interconnection agreement.
13 Schedule 5 to AI Ex. 2.2 at 14. In addition, CCT stated in its
14 response to Staff Data Request 11 that it has approximately 100
15 lines that are resold Ameritech Illinois lines. Mr. Jennings
16 addresses resale issues further.

17 Summary

18 Q. Does this complete your supplemental rebuttal testimony?

19 A. Yes, it does.

EXHIBIT F